

**August 17, 2018**

**Contract #18-152**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Contract #18-152 Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services

**INITIATED AND PRESENTED BY:** Carey Ann Haight, Deputy County Attorney

**ACTION REQUESTED:** Approval of Contract #18-152

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**BACKGROUND:**

Pursuant to §§ 7-11-105(3) and 7-11-105(8), MCA the City of Great Falls and Cascade County seek to enter into an Interlocal Agreement for the provision of Emergency Fire and Medical Services for Fire District Areas 18, 24, 25, 27, 28, 29, 32, 33, 25, 26, 27, 40, 42, 43, 45, and 48 provided that in the event that calls for service exceed available resources, the City reserves the authority to prioritize its emergency responses. The term of the Agreement shall be from October 1, 2018 through September 30, 2021.

For purposes of clarification for the record, the Board of Cascade County Commissioners previously acted to approve an Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services on July 31, 2018, under Contract #18-141. Although we discussed the essential terms and changes necessitating the new Interlocal Agreement, Contract #18-141 as reviewed by the board at that time and voted on did not in fact contain all the essential terms and conditions as finally negotiated between the parties. To correct that error, the Board of Cascade County Commissioners is asked to revisit herein today the previously discussed Interlocal Agreement which is the correct final version of the Agreement under a new Contract #18-152.

**RECOMMENDATION:** Approval of Contract #18-152.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**



Madam Chairman, I move that the Commission approve Contract #18 -152, an Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services.

**MOTION TO DISAPPROVE:**

Madam Chairman, I move that the Commission reject Contract #18 -152, an Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services.



## INTERLOCAL AGREEMENT

Between *Cascade County* and the *City of Great Falls*  
For Emergency Fire and Medical Services

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**WHEREAS**, the Montana Interlocal Cooperation Act, codified at § 7-11-101 (2017), MCA (hereinafter the “Act”), permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Act provides that one or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

**WHEREAS**, the County of Cascade (hereinafter referred to as “County”) and the City of Great Falls (hereinafter referred to as “City”) constitute public agencies pursuant to § 7-11-103, MCA; and

**WHEREAS**, the City has a fire department which is permanently organized, equipped, and staffed for continuous operations; and

**WHEREAS**, the City fire department’s operational capacity is adequate to provide emergency fire and medical services to both the City and adjacent areas; and

**WHEREAS**, the County has created, and may additionally create, fire districts in accordance with §7-33-2101 through 7-33-2104, MCA; and

**WHEREAS**, the fire district boundaries are maintained in the office of the City of Great Falls Information Technology Mapping Department, 2 Park Drive South, Room 5, Great Falls, MT. District boundaries can also be viewed at the Great

Falls Fire Stations 1-4. For the purposes of this Agreement, the term "Fire Districts" shall mean the established Fire Districts numbered as follows:

18  
24  
25  
27  
28  
29  
32  
33  
35  
36  
37  
40  
42  
43  
45  
48

**WHEREAS**, § 7-33-2104, MCA, provides that whenever the Board of County Commissioners shall have established a Fire District in any unincorporated territory, town or village, said Commissioners:

- (1) may contract with a city, or private fire company to furnish fire protection for property within said district; or,
- (2) shall appoint five qualified trustees to govern and manage the affairs of the fire district; and

**WHEREAS**, the County has chosen to directly contract fire services for such Fire Districts, rather than create a Board of Trustees; and

**WHEREAS**, § 7-33-2109, MCA, provides that, at the time of the annual levy of taxes, the Board of County Commissioners may levy a special tax upon all property within such district for the purpose of paying to a city, town, or private fire service the consideration provided for in any contract with the council of such city, town, or private fire service for the purpose of furnishing fire protection service to property within such district.

**NOW, THEREFORE**, pursuant to the Act and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

**1. Purpose and Scope of the Agreement.**

Pursuant to §7-11-105(3) and 7-11-105(8), MCA, the purpose and scope of this Agreement is for the City to provide emergency fire and medical services for the Fire District areas enumerated hereinabove, provided that in the event that calls for service exceed available resources, the City reserves the authority to prioritize its response. Time is of the essence.

**2. Duties and Responsibilities.**

The City shall provide the following services to Cascade County's Fire District areas enumerated hereinabove:

- a. Emergency medical response;
- b. Fire inspection of business buildings when requested by business owners;
- c. Origin and cause investigation, when required; and,
- d. Fire suppression for all property including, but not limited to, buildings and structures, crops and personal property.

The City and County may extend this Agreement to additional Fire Districts by mutual agreement, executed through written Agreement addendums. Such addendums shall specify the new Fire Districts and additional compensation, if any, to be paid by the County for such service.

**3. Duration and Termination.**

Pursuant to § 7-11-105(1) and 7-11-105(5), MCA, as from time to time amended, this Agreement, upon execution by the duly authorized representative of the City and County, shall commence October 1, 2018, and shall continue in full force and effect through September 30, 2021

Either party hereto may cancel said Agreement on September 30<sup>th</sup> of any year by giving sixty (60) days written notice to the other party.

**4. Contract Sum.**

Pursuant to § 7-11-105(4), MCA, County shall pay City proceeds from the Rural Fire Control Special District Levy for emergency fire and medical services. The levy shall be computed at the maximum allowed by § 15-10-420, MCA, floating mill authorization. This mill was 98.5 mills in fiscal year 2015/2016. The County shall provide the number of such mills levied in each subsequent year of this agreement to City by September 30<sup>th</sup>. Payments shall be in two equal installments due on or before December 15<sup>th</sup> and June 15<sup>th</sup> of each year this Agreement is in effect.

**5. Separate Legal Entity.**

Pursuant to § 7-11-105(2), MCA, nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the parties. The parties, by virtue of this Agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of the other party. Further, pursuant to § 7-11-105(6), MCA, there shall be no administrator or joint board responsible for administering the terms of this Interlocal Agreement.

**6. Ownership of Assets.**

Pursuant to § 7-11-105(7), MCA, and at all times relevant to this Agreement, all equipment and other property used by the City to execute this Agreement shall remain the exclusive property of the City.

**7. Hold Harmless and Indemnification.**

Subject to the limitations of MCA § 2-9-108, the City shall protect, defend, indemnify, and hold harmless the County from and against any and all manner and form of liability, damages, claims, claims for damages, demands, causes of action, or expenses, including interest, of any nature or description resulting from or arising out of or in connection with the City's intentional or negligent acts and omissions in the performance and provision of emergency fire, medical, and other



specified services, including, but not limited to, the City's response to and return from scenes of emergency incidents pursuant to and in accordance with the terms of this Agreement. Nothing herein shall be construed as an agreement by the City to release, indemnify or hold harmless the County, its official agents or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of County, its officials, agents or employees unless said officials, agents or employees are acting under the direction or control of the City.

#### **8. Notice.**

All notices required to be provided shall be given in writing, addressed to the respective parties' authorized representatives as designated herein, and delivered personally or by U.S. mail. For purposes of this Agreement, written notice shall be deemed to have been duly served: (1) in the case of personal delivery, on the date indicated upon a written receipt issued by the recipient; (2) in the case of unregistered and uncertified U.S. mail, three business days following the listed date of the notice or the date of the postmark, whichever is later; and (3) in the case of registered or certified mail, the date indicated on the return receipt.

#### **9. Authorized Representatives.**

The City and County shall each designate a representative authorized to receive all agreement communications and notices and who shall be authorized and responsible to take action necessary for the execution and administration of this agreement. Except as otherwise designated in writing by the respective parties, the authorized representatives of the parties are:

Cascade County  
Board of Cascade County Commissioners  
325 2<sup>nd</sup> Avenue North, Room 111  
Great Falls, MT 59401

City of Great Falls  
Gregory T. Doyon, City Manager  
P.O. Box 5021  
Great Falls, MT 59403

#### **10. Amendment.**

This Interlocal Agreement may not be amended, except by written agreement of the undersigned parties in conformance with the requirements of the Act.

**11. Attorney Fees, Costs and Venue.**

In any judicial action to enforce or interpret the terms of this Interlocal Agreement, each party shall be responsible for its own costs of suit and attorney fees. Venue for any judicial action shall be in the District Court in and for the Eighth Judicial District, Cascade County, Montana.

**12. Severability.**

If any term of this Agreement should hereafter be declared void or becomes unenforceable by operations of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially affects the ability of the governing body to carry out the essential purpose set forth in ¶1 of this Agreement.

**13. Merger.**

This Interlocal Agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

**14. Assignment.**

The parties mutually agree that there will be no assignment, transfer or subcontracting of the Agreement or any interest therein, unless agreed to by the parties, in writing, as provided for ¶10 in of this Agreement.

**15. Binding on Successors.**

This Agreement shall be binding on County and City and all of its successors and assigns, including any successor in interest.

**16. Time is of the Essence.**

Time is of the essence in the performance of all parties' obligations and duties under this Agreement.

**Assent.** Pursuant to § 7-11-104, MCA, the undersigned parties hereby authorize, approve and execute the terms of this Interlocal Agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF GREAT FALLS**

\_\_\_\_\_  
Gregory T. Doyon, City Manager

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF THE CITY)

\* APPROVED AS TO FORM:

\_\_\_\_\_  
Sara R. Sexe, City Attorney

\* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BOARD OF COUNTY COMMISSIONERS,  
CASCADE COUNTY**

\_\_\_\_\_  
Jane Weber, Chair

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
James Larson, Commissioner

ATTEST:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, I hereby attest the  
above-written signatures of the Board of Cascade County Commissioners.

(SEAL)

\_\_\_\_\_  
Rina Fontana Moore, Cascade County  
Clerk and Recorder